

SUR-REBUTTAL TESTIMONY OF**JOHN E. FOLSOM, JR.****ON BEHALF OF****SOUTH CAROLINA ELECTRIC & GAS COMPANY****DOCKET NO. 2018-163-E**

1 **Q. MR. MORI'S REBUTTAL TESTIMONY, ON PAGE 6, LINES 14-16,**
2 **REFERS TO ATTACHMENT A OF THE SOLAMERICA PPA, WHICH**
3 **REFERENCES THE SOLAMERICA IA. PLEASE EXPLAIN WHY THE**
4 **SOLAMERICA IA IS LISTED IN ATTACHMENT A.**

5 A. The SolAmerica IA is listed in Attachment A to the SolAmerica PPA as
6 part of the project description—the SolAmerica IA controls how and when the
7 project will be interconnected. Listing the SolAmerica IA in Attachment A does
8 not amend the terms of the SolAmerica IA to conform to the terms of the
9 SolAmerica PPA.

10 **Q. MR. MORI STATES ON PAGE 7, LINE 6 OF HIS REBUTTAL**
11 **TESTIMONY THAT IN THE SOLAMERICA PPA, "THE VERY**
12 **DEFINITION OF THE INTERCONNECTION AGREEMENT STATED**
13 **THAT 'IT MAY BE AMENDED FROM TIME TO TIME.'" DO YOU**
14 **AGREE WITH MR. MORI'S CHARACTERIZATION?**

15 A. I agree only to the extent that the SolAmerica PPA contains a definition of
16 "Interconnection Agreement." However, Mr. Mori's testimony mischaracterizes
17 the reference to the SolAmerica IA and any amendment thereto. The SolAmerica
18 PPA defines "Interconnection Agreement" as "an agreement between the

1 Interconnecting Utility and the Seller providing interconnection service for the
2 Facility to the Transmission System or Distribution System of the Interconnecting
3 Utility, as the same may be amended from time to time.” (emphasis added). This
4 language merely provides a description of the SolAmerica IA and, in doing so,
5 reflects that the definition includes the originally executed agreement and any
6 properly amended version(s). This definition does not support SolAmerica’s
7 argument that the SolAmerica PPA states or suggests that the SolAmerica IA
8 should be amended, or that the Milestone dates should be extended a second time
9 at SolAmerica’s demand.

10 **Q. MR. MORI DISCUSSES SOLAMERICA PPA SECTION 4.6, “EARLY**
11 **COMPLETION,” FROM PAGE 6, LINE 20, THROUGH PAGE 7, LINE 4.**
12 **MR. MORI CONCLUDES THAT THE PARTIES EXPRESSLY AGREED**
13 **THAT SCE&G COULD NOT REQUIRE SOLAMERICA TO COMPLETE**
14 **THE PROJECT EARLY. DO YOU AGREE?**

15 A. Once again, Mr. Mori manipulates the context of the SolAmerica PPA text
16 to which he refers. SCE&G has not argued that the PPA could require
17 SolAmerica to complete its project earlier than as specified in the PPA. SCE&G
18 has simply explained that SolAmerica always had the option of aligning its
19 SolAmerica PPA with its existing SolAmerica IA, as it now seeks to do.

20 **Q. DO YOU BELIEVE THAT THE PPA PROVISIONS DISCUSSED IN MR.**
21 **MORI’S REBUTTAL TESTIMONY WHEN TAKEN TOGETHER STATE**

1 **OR INFER THAT THE SOLAMERICA IA WILL BE AMENDED TO**
2 **CONFORM TO THE SOLAMERICA PPA?**

3 A. No, not at all. There is simply nothing in the SolAmerica PPA or the
4 SolAmerica IA that states or infers that the SolAmerica IA, executed prior to the
5 SolAmerica PPA, can be unilaterally amended merely by the execution of the
6 SolAmerica PPA.

7 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

8 A. Yes.